

## **EXHIBIT I**

### **Part 1**

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**  
**NEW YORK, NEW YORK**  
**COMMERCIAL GENERAL LIABILITY POLICY**  
**DECLARATIONS**

Policy No.: 0151127

Renewal of: N/A

Item 1. Named Insured and Address: (No., Street, Town or City, County, State)

Free Trade Zone (Class 1)

National Coalition of Property Owners & Managers, Inc. &/or  
 Insurance Purchasing Group Association, LLC ( as per Endorsement #1 )  
 C/O NPP Specialty Coverage's of New York, Inc.  
 59 John Street, 4<sup>th</sup> Floor  
 New York, New York 10038

Item 2. Policy Period: (Mo. Day Yr.) From: October 1, 2000 to: October 31, 2001 12:01 A.M., standard time  
 at the address of the Named Insured as stated herein.

The Named Insured is: Per Named Insured Endorsement Schedule Attached ( Endorsement #1 )

Business of the Named Insured is: Real Estate Owner &/or Management

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

Item 3. Limits of Insurance

Each Occurrence Limit	\$ 1,000,000
Fire Damage Limit	\$ 50,000 - Any one fire
Personal & Advertising Injury Limit	\$ 1,000,000 - Any person or organization
General Aggregate Limit	\$ 2,000,000
Products-Completed Operations Aggregate Limit	\$ 1,000,000

Item 4. Location of all premises owned by, rented to or controlled by the Named Insured: As per Endorsement #1  
 Interest of Named Insured in such premises: As per application on file with Company

Part occupied by Named Insured: As per application on file with Company

Item 5. Premium = \$161,411

Hazard Description	Premium Basis	Rate	Advance Premium
Real Estate Owner &/or Management	6,560,066 Square Feet 29,396 Units	Included Included	Included \$161,411
Total Advance Premium For this Policy			\$161,411

Annual Minimum Premium for this Policy: \$161,411

Minimum Earned Premium at Inception for this Policy: \$40,353

Item 6. Audit Period: Annual

Item 7. Forms and Endorsements attached hereto: As per Schedule attached.

**NOTICE:** THESE POLICY FORMS AND THE  
 APPLICABLE RATES ARE EXEMPT FROM THE FILING  
 REQUIREMENT OF NEW YORK STATE INSURANCE  
 DEPARTMENT. HOWEVER, SUCH FORMS AND RATES  
 MUST MEET THE MINIMUM STANDARDS OF THE NEW  
 YORK INSURANCE LAW AND REGULATIONS.

By *Muller, Schlesinger*  
 AUTHORIZED REPRESENTATIVE OR  
 COUNTERSIGNATURE (in states where applicable)

## FORMS SCHEDULE

Named Insured: National Coalition of Property Owners & Managers, Inc. &/or Insurance Purchasing Group Association, LLC ( as per Endorsement #1 )

Policy No:	015 11 27	Effective Date:	October 1, 2000
Form Number	Edition Date	Title	
LEX OCC CGL	01/96	NUFIC DEC	
		NUCLEAR ENERGY LIABILITY EXCLUSION	
ENDT#1		NAMED INSURED ENDORSEMENT	
ENDT#2		ADDTN'L INSURED-DESIGNATED PERSON	
ENDT#3		ADDTN'L INSURED-MANAGERS OR LESSORS	
ENDT#4		ADDTN'L INSURED-CONDOMINIUM UNIT OWNERS	
ENDT#5		ADDTN'L INSURED-LESSOR OF LEASED EQUIPMENT	
ENDT#6		ADDTN'L INSURED-DESIGNATED PERSON	
ENDT#7		AMENDMENT AGGREGATE LIMITS/PER LOCATION	
ENDT#8		NY CHANGES-CALCULATION OF PREMIUM	
ENDT#9		AMENDMENT OF LIQUOR LIABILITY EXCLUSION	
ENDT#10		PESTICIDE OR HERBICIDE APPLICATOR COVERAGE	
ENDT#11		ADDTN'L INSURED-CONTROLLING INTEREST	
ENDT#12		AMENDMENT OF POLLUTION EXCLUSION	
ENDT#13		ADDTN'L INSURED-MORTGAGEE, ASSIGNEE	
ENDT#14		ADDITIONAL NAMED INSUREDS SCHEDULE	
ENDT#15		ADDITIONAL NAMED INSUREDS ENDORSEMENT	
ENDT#16		CANCELLATION/NONRENEWAL/COVERAGE	
ENDT#17		EMPLOYEE BENEFITS LIABILITY INSURANCE	
ENDT#18		EMPLOYMENT RELATED PRACTICES	
ENDT#19		NOTICE OF OCCURRENCE	
ENDT#20		KNOWLEDGE OF OCCURRENCE	

FORMS SCHEDULE (CONTINUED)

Named Insured:	National Coalition of Property Owners & Managers, Inc. &/or Insurance Purchasing Group Association, LLC ( as per Endorsement #1 )		
Policy No:	015 11 27	Effective Date:	October 1, 2000
Form Number	Edition Date	Title	
ENDT#21		HIRED AND NONOWNED WATERCRAFT	
ENDT#22		COVERAGE AMENDMENT ENDORSEMENT	
ENDT#23		NET LEASED PROPERTY EXTENSION	
ENDT#24		AMENDMENT OF POLLUTION EXCLUSION	
ENDT#25		LEAD EXCLUSION ENDORSEMENT	
ENDT#26		REAL ESTATE PROPERTY MANAGED ENDORSEMENT	
ENDT#27		AGREED RATING DATE AND RATING PERIOD	
ENDT#28		SELF INSURED RETENTION-PER OCCURRENCE	

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered. Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II). Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

### **SECTION I - COVERAGES**

#### **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for of "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
  - (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
  - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
  - (2) The "bodily injury" or "property damage" occurs during the policy period.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

##### **2. Exclusions.**

This insurance does not apply to:

###### **a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

###### **b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers Compensation and Similar Laws**

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants.

- (a) At or from any premises, site or location, which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location, on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
  - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
  - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

g. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:

- (a) Less than 26 feet long; and
- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to; premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f. (2) or f. (3) of the definition of "mobile equipment."

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

**j. Damage to Property**

"Property damage" to:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

**k. Damage to Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product"; (2) "Your work"; or (3) "Impaired property"; if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (Section III).

**o. Employment Related Practices**

Any claim alleging or asserting in any respect loss, injury, or damage (including consequential bodily injury) in connection with Wrongful Termination of an "employee" of the insured and/or Discrimination involving an "employee" of the insured and/or Sexual Harassment of an "employee" of the insured.

The following definitions apply to this exclusion:

"wrongful termination" means termination of an employment relationship in a manner which is against the law and wrongful, or in breach of an implied agreement to continue employment.

"discrimination" means termination of an employment relationship or a demotion, or a failure or refusal to hire or promote an individual because of race, color, religion, age, sex, disability, pregnancy or natural origin.

"sexual harassment" means unwelcome sexual advances and/or requests for sexual favors and/or other verbal or physical conduct of a sexual nature that (1) are made a condition of employment and/or (2) are used as a basis for employment decisions and/or (3) create a work environment that interferes with performance.

**p. Securities and Financial Interest**

Any claim alleging or asserting in any respect loss, injury or damage, in connection with the purchase or sale, the offer, solicitation, or advertising for the purchase or sale, or the depreciation or decline in price or value, of any security, debt, deposit, or financial interest or instrument.

**q. Asbestos**

"Bodily injury" or "property damage" from sickness, disease, occupational disease, disability, shock, death, mental anguish, or mental injury, at any time arising out of the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

Any obligation of the insured to indemnify any party because of damages arising out of such "property damage", "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury, at any time as a result of the manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or

Any obligation to defend any suit or claim against the insured alleging "bodily injury", sickness, disease, occupational disease, disability, shock, death, mental anguish or mental injury or "property damage" resulting from or contributed to, by any and all manufacture of, mining of, use of, sale of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

**r. Personal and Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement.**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any suit seeking damages for "personal injury" or "advertising injury" to which this insurance does apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to:

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services; but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions.**

This insurance does not apply to:

- a. "Personal injury" or "advertising injury";

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

b. "Advertising injury" arising out of:

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;
- (3) The wrong description of the price of goods, products or services; or
- (4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

c. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

#### **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
5. All costs taxed against the insured in the "suit."
6. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit," we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
  - (1) Agrees in writing to:
    - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (c) Notify any other insurer whose coverage is available to the indemnitee; and
    - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (2) Provides us with written authorization to:
    - (a) Obtain records and other information related to the "suit"; and
    - (b) Conduct and control the defense of the indemnitee in such "suit."

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of paragraph 2.b.(2) of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages), such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in paragraph f. above, are no longer met.

## **SECTION II - WHO IS AN INSURED**

### **1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees," other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
  - (1) "Bodily injury" or "personal injury":
    - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
    - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
    - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (b) above; or
    - (d) Arising out of his or her providing or failing to provide professional health care services.
  - (2) "Property damage" to property:
    - (a) Owned, occupied or used by,
    - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- c. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest or management control, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### **SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits."
2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - b. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for damages under Coverage A.
6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### **SECTION IV - CONDITIONS**

#### **1. Bankruptcy.**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties In The Event Of Occurrence, Offense, Claim Or Suit.**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured; you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us.**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Other Insurance.**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described c. below.

**b. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion 9. of Coverage A (Section 1).

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes an equal amount until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**5. Premium and Audit.**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as Advance Premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. If the premium for this policy is a flat premium, it is not subject to adjustment, except that additional premiums may be required for any additional insureds or as provided for in Condition 9. Cancellation.
- d. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request. The first Named Insured shown on the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums we pay.

**6. Representations.**

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us.**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, earned premium will be calculated in accordance with the customary short-rate table and procedure, or the Minimum Earned Premium stated in the Declarations, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

**10. When We Do Not Renew.**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice not of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## SECTION V - DEFINITIONS

"Advertising injury" means injury arising out of one or more of the following offenses:

- a. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- b. Oral or written publication of material that violates a person's right of privacy;
- c. Misappropriation of advertising ideas or style of doing business; or
- d. Infringement of copyright, title or slogan.

2. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
- c. All parts of the world if:
  - (1) The injury or damage arises out of:
    - (a) Goods or products made or sold by you in the territory described in a. above; or
    - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
  - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker." "Employee" does not include a "temporary worker."

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

## 8. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

## 9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker."

## 10. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

## 11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- 12. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 13. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  - e. Oral or written publication of material that violates a person's right of privacy.
- 14. "Products-completed operations hazard":
  - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed;
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

15: "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

16. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

17. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

18. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (1) You;
  - (2) Others trading under your name; or
  - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

19. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

## **SECTION VI. OTHER CONDITIONS**

### **CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### **EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### **INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide the health or safety of workers or the public. And we do not warrant that conditions:
  1. Are safe or healthful; or
  2. Comply with laws, regulations, codes or standards. This condition applies not only to us, but also to any rating advisory, rate service or similar organization which make insurance inspections, surveys, reports or recommendations.

### **TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case death of an individual named insured. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**SERVICE OF SUIT**

In the event of the failure of the Company to pay any amount claimed to be due hereunder, the Company, at the request of the **Insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon Counsel, Legal Department, Lexington Insurance Company, 200 State Street, Boston, Massachusetts, 02109 or his or her representative, and that in any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefor, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, or his or her successor or successors in office as its true and lawful attorney upon whom may be served any lawful process in any action, suit, or proceeding instituted by or on behalf of the **Insured** or any beneficiary hereunder arising out of this policy of insurance, and hereby designates the above named Counsel as the person to whom the said officer is authorized to mail such process or a true copy thereof.

**ARBITRATION**

Notwithstanding the Service of Suit Condition above, in the event of a disagreement as to the interpretation of this policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) Arbitrators, consisting of two (2) party-nominated (non-impartial) Arbitrators and a third (impartial) arbitrator (hereinafter "umpire") as the sole and exclusive remedy.

The party desiring arbitration of a dispute shall notify the other party, said notice including the name, address and occupation of the Arbitrator nominated by the demanding party. The other party shall within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the Arbitrator nominated by it. The two (2) Arbitrators so selected shall, within 30 days of the appointment of the second Arbitrator, select an umpire. If the Arbitrators are unable to agree upon an umpire, each Arbitrator shall submit to the other Arbitrator a list of three (3) proposed individuals, from which list each Arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing time and place selected by the umpire. Said hearings shall be held within thirty (30) days of the selection of the umpire. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud or gross misconduct by the Arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear the expenses of its designated Arbitrator and shall jointly and equally share with the other the expense of the umpire and of the arbitration proceeding.

The arbitration proceeding shall take place in or in the vicinity of Boston, Massachusetts. The procedural rules applicable to this arbitration, shall, except as provided otherwise herein, be in accordance with the Commercial Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the Company has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by a duly authorized representative of the Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**  
(Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESS OWNERS POLICY  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF  
TRANSPORTATION  
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
  - A. Under any Liability Coverage, to "bodily injury" or "property damage":
    - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
    - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
  - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
  - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
    - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
    - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
    - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:
 

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

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"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**ENDORSEMENT # 1**

This endorsement, effective 12:01 AM October 1, 2000

Forms a part of policy no.: 015 11 27

**Issued to:** National Coalition of Property Owners & Managers, Inc. &/or  
Insurance Purchasing Group Association, LLC ( as per Endorsement #1 )

**By:** NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

In consideration of the premium charged, it is hereby understood and agreed that coverage is limited to the following Named Insureds and Locations:

<b><u>Named Insured &amp; Location</u></b>	<b><u>Policy Term</u></b>	<b><u>Exposure</u></b>	<b><u>Rates</u></b>
1) Frank A. Oliver 5 Sicamac Road, Suite 14 North Haledon, NJ 07508	10/1/00-01	32 units 2,370 sq ft	\$16.56 \$0.72
42-44 Doremus Street Paterson, NJ 07510			
Summit Properties, LLC 160 Oak Street Paterson, NJ 07501			
Puma Management, LLC 561-567 Mc Bride Avenue West Paterson, NJ 07424			
Summit Properties, LLC 821-827 East 19 <sup>th</sup> Street Paterson, NJ 07501			
2) Marshall & Moran, LLC 1 Madison Avenue Morristown, NJ 07960	10/1/00-01	120 units 49,615 sq ft	\$11.52 \$0.58
Borough Plaza, Chui Properties 25 Broad Street Freehold, NJ 07728			
Speedwell Funding, LLC 15 Clinton Place Morristown, NJ 07960			
Speedwell 3 112-118 ½ Speedwell Avenue Morristown, NJ 07960			

ME 00472

**ENDORSEMENT # 1**

This endorsement, effective 12:01 AM October 1, 2000

Forms a part of policy no.: 015 11 27

Issued to: National Coalition of Property Owners & Managers, Inc. &/or  
Insurance Purchasing Group Association, LLC ( as per Endorsement #1 )

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Speedwell Funding, LLC 98-102 Speedwell Avenue Morristown, NJ 07960			
Madison One Associates 1-5 Madison Avenue Morristown, NJ 07960			
Franklin Corners Condo. Assn. 13-19, 18-24 Franklin Place Morristown, NJ 07960			
Roosevelt Commons Condo. Assn. 103 Park Avenue Summit, NJ 07901			
Stone End Condo Association 342-348 South Ringwood Including Thoren Street South Orange, NJ 07079			
Crestwood Common Condo. Assn. 2219 North Avenue Scotch Plains, NJ			
Speedwell 4 92-96 Speedwell Avenue Morristown, NJ 07960			
3) Rezmar Corporation 853 North Elston Avenue Chicago, IL 60622	10/1/00-01	1,600 units 6,090 sq ft	\$7.20 0.72
62 <sup>nd</sup> Street Phase II Central Woodlawn L.P. II Deversey Court L.P. Epax L.P. Financial Place Apartments L.P. KRMB Limited Partnership L.P.S.S.L.P. LPW L.P.			

ME 00473

**ENDORSEMENT # 1**

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
SSG. L.P. Washington Apartments L.P. Washington Court L.P. Woodlawn/Drexel L.P.			
Washington Court 5032-40 West Washington Blvd. Chicago, IL 60644			
Paxton Court Apartments 7024-32 South Paxton Avenue Chicago, IL 60649			
Eggleston Court Apartments 7502 S. Eggleston Avenue Chicago, IL 60621			
6201 S. King Drive Chicago, IL 60637			
6201 S. Rhodes Avenue Chicago, IL 60637			
6153-44 S. Vernon Avenue Chicago, IL 60637			
7011-10 S. Sangamon Street Chicago, IL 60621			
Stewart Court 7640-56 S. Stewart Avenue Chicago, IL 60621			
Greenwood Manor 4433-37 S. Greenwood Avenue Chicago, IL 60653			
Michigan Manor 5751 S. Michigan Avenue Chicago, IL 60637			

ME 00474

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
South Shore Manor 2358 E. 70 <sup>th</sup> Place Chicago, IL 60649			
825-27 W. Sunnyside Avenue Chicago, IL 60640			
829-37 W. Sunnyside Avenue Chicago, IL 60640			
839-45 W. Sunnyside Avenue Chicago, IL 60640			
820 W. Agatite Avenue Chicago, IL			
Park Lake Court 4631-37 S. Lake Avenue Chicago, IL 60653			
Wabash Court 5606 S. Wabash Avenue Chicago, IL 60637			
Kensington Court 4655 S. Lake Park Avenue Chicago, IL 60653			
Harborview 102 W. Washington Street Chicago, IL 60602			
Diversey Court 3213-23 W. Diversey Avenue Chicago, IL 60647			
2749-61 N. Sawyer Avenue Chicago, IL 60623			
957-59 E. 62 <sup>nd</sup> Street Chicago, IL 60637			

ME 00475

**ENDORSEMENT # 1**

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Drexel Terrace 6140 S. Drexel Avenue Chicago, IL 60615			
1016 E. 62 <sup>nd</sup> Street Chicago, IL 60637			
Polk Street Station 732 S. Financial Place Chicago, IL 60605			
6156-58 S. Greenwood Avenue Chicago, IL 60637			
6201-09 S. Greenwood Avenue Chicago, IL 60637			
1109-15 E. 62 <sup>nd</sup> Street Chicago, IL 60637			
6156-58 S. University Avenue Chicago, IL 60637			
6219-25 S. University Avenue Chicago, IL 60637			
4001 S. Ellis Avenue Chicago, IL 60653			
811-33 E. 46 <sup>th</sup> Street Chicago, IL 60653			
1250 W. Van Buren Avenue Chicago, IL 60653			
5630-38 S. Michigan Avenue & 6446-50 S. Kenwood Avenue Chicago, IL 60637			
850 N. Ogden Avenue Chicago, IL 60622			

ME 00476

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Parking Lot 5637-41 S. Michigan Avenue & 6436-42 S. Kenwood Avenue Chicago, IL 60637			
2929 N. Western Avenue Chicago, IL 60618			
1711 W. Belmont Avenue Chicago, IL 60634			
9118 S. Prairie Avenue Chicago, IL 60616			
2000-2010 S. Calumet Avenue Chicago, IL 60616			
853 N. Elston Avenue Chicago, IL 60622			
San Jaoquin #1, 2 & 3 Mountain Village San Miguel, CO 81435			
1815-1901 S. Prairie Avenue Chicago, IL 60616			
Vacant Land 2340-2360 Wolfram Street Chicago, IL 60637			
Vacant Land 6806-08 S. Dante Avenue Chicago, IL 60637			
Vacant Land 6400-10 S. Vernon Avenue Chicago, IL 60637			

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Vacant Land 7719-31 S. Burnham Avenue Chicago, IL 60649			
Vacant Land 6913-17 S. Cornell Avenue Chicago, IL 60615			
Vacant Land 5953-59 S. Michigan Avenue Chicago, IL 60637			
Vacant Land 6100 S. Drexel Avenue Chicago, IL 60615			
Vacant Land 6948-58 S. Peoria Drive Chicago, IL 60621			
Vacant Land 1738 W. Belmont Avenue Chicago, IL 60634			
4) Robert Gassel Co., Inc., et al P.O. Box 174 Wynnewood, PA 19096	10/1/00-01		127,403 sq ft \$2.02
WRG Associates EV Plaza, LLC Mini Mall West Partnership Strawberry Square Shopping Center, LLC William & Robert Gassel			
5601-25 Vine Street Philadelphia, PA 19139			
2301-49 North 29 <sup>th</sup> Street Philadelphia, PA 19129			

ME 00478

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<b><u>Named Insured &amp; Location</u></b>	<b><u>Policy Term</u></b>	<b><u>Exposure</u></b>	<b><u>Rates</u></b>
5) Feisal A. Rauf & Sage Realty  Feisal A. Rauf & Sage Realty 2206 Central Avenue & 618 22 <sup>nd</sup> Street Union City, NJ	10/2/00-01	32 units 250 sq ft	\$15.84 \$1.44
6) Bayshore Manor Apartments, Ltd. 139 Sandpiper Circle Palacios, TX 77165  Bayshore Manor Apartments 139 Sandpiper Circle Palacios, TX 77165	10/4/00-01	56 units	\$5.76
7) Glen Behr 35 Asharoken Avenue Northport, NY 11768  269 Varick Street AKA 108-112 Bright Street Jersey City, NJ 07306	10/4/00-01	40 units 3,280 sq ft	\$18.00 \$0.72
8) 15 & 30 Westminster Road Realty, LLC c/o Zalman Management POB 190533 Brooklyn, NY 11219  15 Westminster Road Brooklyn, NY 11219  30 Westminster Road Brooklyn, NY 11219  18 East 21 Street Brooklyn, NY 11219	10/5/00-01	158 units	\$16.56
9) 1830 Rittenhouse Square Condo Assn. 1830 Rittenhouse Square Philadelphia, PA 19103	10/6/00-01	43 units	\$13.68

**ME 00479**

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
1830 Rittenhouse Square Philadelphia, PA 19103			
10) Janet Dryden Nevius d/b/a Dryden Realty PO Box 175 238 Fells Road Essex Fells, NJ 07021	10/8/00-01	107 units 3,846 sq ft	\$15.12 \$0.72
159 Jacoby Street Maplewood, NJ 07040			
977 Stuyvesant Avenue Irvington, NJ 07111			
27 Watsessing Avenue Bloomfield, NJ 07003			
25-45 Civic Square West Irvington, NJ 07111			
11) Sussex Creamery	10/10/00-01	22 units 6,000 sq ft	\$15.12 \$1.15
1 Sussex Station Sussex, NJ 07461			
12) AMO Estates Inc. &/or 520 Estates, Inc. &/or 511 Estates, Inc.	10/15/00-01	149 units	\$15.12
AMO Estates, Inc. 519-521 West 189 <sup>th</sup> Street New York, NY			
511 Estates, Inc. 509-511 West 189 <sup>th</sup> Street New York, NY			
520 Estates, Inc. 520 West 189 <sup>th</sup> Street New York, NY			

ME 00480

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<b>Named Insured &amp; Location</b>	<b>Policy Term</b>	<b>Exposure</b>	<b>Rates</b>
13) Apartment Holdings #1 Ltd. 4900 Woodway, Suite 1040 Houston, TX 77056	10/15/00-01	5,495 units	\$2.88
610 Burgundy Square, GP, Inc.			
610 Burgundy Square, Ltd.			
Apartment Holdings #1, GP, LLC			
Apartment Holdings #1, Ltd.			
Apartment Holdings #2 GP, Ltd.			
Apartment Holdings #2, Ltd.			
Apartment Holdings #4 GP, Ltd.			
Apartment Holdings #4, Ltd.			
Apartment Holdings #5 GP, Ltd.			
Apartment Holdings #5, Ltd.			
Apartment Holdings #3 GP, Ltd.			
Apartment Holdings #3, Ltd.			
Apartment Partners #1, Ltd.			
Bahia Pasadena Apartments, GP, Inc.			
Bahia Pasadena Apartments, Ltd.			
Beechnut Grove, GP, Inc.			
Beechnut Grove, Ltd.			
Betz Realty Investors, L.C.			
Betz Realty Management, L.C.			
Fallbrook Walnut Creek, Ltd.			
Hillcroft Crown Gardens, LLC			
Oak Leaf Village, Ltd.			
Olmos Conversions, Ltd.			
Olmos Towers G.P., Inc.			
Olmos Towers G.P., Ltd.			
Pelican Pointe, LLC			
Raymond R. Betz Interest, Inc.			
Sherwood Tara Oaks, Ltd.			
SRI Holdings #3, Inc.			
SRI Holdings #4, Inc.			
SRI Holdings #5, Inc.			
SRI Holdings, Inc.			
Woodvine GP, Inc.			
Woodvine, Ltd.			

ME 00481

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Crown Garden 7001 Hillcroft Houston, TX 77081			
Pelican Pointe 6009 Bellaire Blvd. Houston, TX 77081			
Walnut Creek 11411 Greens Plaza Houston, TX 77081			
Tara Oaks 3800 Sherwood Lane Houston, TX 77092			
Oak Leaf 100 Dyna Drive Houston, TX 77060			
Woodvine 7550 Long Pointe Road Houston, TX 77055			
Beechnut Grove 7511 Beechnut Houston, TX 77074			
Bellaire Gardens 6120 Bellaire Boulevard Houston, TX 77081			
Cedar Cove 6111 Glenmont Drive Houston, TX 77081			
Dunhill 2802 West TC Jester Street Houston, TX 77051			

ME 00482

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<b>Named Insured &amp; Location</b>	<b>Policy Term</b>	<u>Exposure</u>	<u>Rates</u>
Quail Run 12261 Fondren Road Houston, TX 77035			
Windswept Gardens 6320 Windswept Lane Houston, TX 77057			
Braeswood Harbor 8700 Gustine Houston, TX 77031			
Burnham Woods 3130 Mangum Road Houston, TX 77092			
Chateau Carmel 5705 Westward Street Houston, TX 77081			
Bayou Landing 3101 N. Macgregor Drive Houston, TX 77004			
Northlake Manor 6910 N. Sam Houston Pkwy E. Houston, TX 77060			
Bahia Apartments 2001 Jenkins Road Pasadena, TX 77506			
Windham 5621 Westward Street Houston, TX 77081			
Walton's Mill/Spicewood 10555 Spice Lane Houston, TX 77072			

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Woodlen Place 8400 Broadway Street Houston, TX 77061			
Dyersdale Apartments 9700 Mesa Drive Houston, TX 77078			
Kings Creek Apartments 2777 N. Buckner Boulevard Dallas, TX 75228			
Windbrook Apartments 9420 Beck Avenue Dallas, TX 75228			
Glen Apartments 9332 Beck Avenue Dallas, TX 75228			
Cornerstone Chase Apartments 9550 Long Pointe Road Houston, TX 77055			
Brookdale Village 6113 Gulf Freeway Houston, TX 77023			
Olmos Towers 700-702 Hildebrant Road San Antonio, TX 78222			
West Pointe Pines 3000 Las Vegas Trls Fort Worth, TX 76116			
14) Greater Centennial Housing Development Co. c/o Webb and Brooker Inc. 2534 Adam Clayton Powell Blvd. New York, NY 10049	10/15/00-01	157 units	\$17.28

ME 00484

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Greater Centennial Housing Development Co. 69 West 5 <sup>th</sup> Street Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 103 West 5 <sup>th</sup> Street Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 102-106 West 5 <sup>th</sup> Street Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 127-129 West 4 <sup>th</sup> Street Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 257 South 10 <sup>th</sup> Avenue Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 254-262 South 9 <sup>th</sup> Avenue Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 266-268 South 9 <sup>th</sup> Avenue Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 329-333 South 8 <sup>th</sup> Avenue Mount Vernon, NY 10550			

ME 00485

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Greater Centennial Housing Development Co. 337-343 South 8 <sup>th</sup> Avenue Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 347-351 South 8 <sup>th</sup> Avenue Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 338-342 South 8 <sup>th</sup> Avenue Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 346-350 South 8 <sup>th</sup> Avenue Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 403-407 South 9 <sup>th</sup> Avenue Mount Vernon, NY 10550			
Greater Centennial Housing Development Co. 408-416 South 8 <sup>th</sup> Avenue Mount Vernon, NY 10550			
15) Madhusudham Rao Chava & Parvathi Chava d/b/a Chava Realty P.O. Box 488, 10 Tamarack Drive Neshanic Station, NJ 08853	10/15/00-01	15 units	\$15.84
6024-6028 Larchwood Avenue Philadelphia, PA 19143			

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<b><u>Named Insured &amp; Location</u></b>	<b><u>Policy Term</u></b>	<b><u>Exposure</u></b>	<b><u>Rates</u></b>
16) Standard Enterprises, Inc. PO Box 4086 Monroe, LA 71211	10/15/00-01	1,553 units 24,510 sq ft	\$8.64 \$0.43
Richland Apartments 300 Russell Rayville, LA 71269			
Parkview Apartments 1011 Buckhorn Bend Monroe, LA 71211			
Meadows Apartments Northern @ Lunrose Drive Crowley, LA 70526			
La Tierra Villa Apartments 6121 Tierra Drive Shreveport, LA 71109			
Ballinger Oaks Apartments 1117 Whitney Gretna, LA 71208			
Oak Manor Apartments 2000 Pach Street Monroe, LA 71202			
Villa Marquis I Apartments 3701 Valley View Shreveport, LA 71108			
Villa Marquis II Apartments 3701 Valley View Shreveport, LA 71108			
Shady Oaks Apartments 300-600 E & W Andreus Crowley, LA 70526			

ME 00487

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Trichele Apartments 204-206 Mays Drive Monroe, LA 71203			
Wyche Apartments 218 Thomas Street Tallulah, LA 71282			
Brookwood Plaza Apartments 8930 Brookwood Drive Shreveport, LA 71108			
Charleston Square Apartments 2100 Barnette Springs Monroe, LA 71270			
Hickory Hills Apartments 1305 Enterprise Road Alexandria, LA 71301			
Towneast Apartments Cooper Lake Road Bastrop, LA 71220			
Village North Apartments 2703 Sterlington Road Monroe, LA 71203			
Wilshire Apartments 302 Selman Drive Monroe, LA 71203			
Cameron Place Apartments 3104 Cameron Street Monroe, LA 71211			
Dun & Son (Building Materials) US Highway 80 Ruston, LA 71270			

ME 00488

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
No Name (Building Materials) 2039 Farmersville Ruston, LA 71270			
17) Vitale Real Estate c/o Martin Vitale PO Box 756 Alpine, NJ 07620	10/15/00-01	85 units 95,300 sq ft	\$10.80 \$0.72
401 18 <sup>th</sup> Street, LLC 401 18 <sup>th</sup> Street Union City, NJ 07087			
928-930 19 <sup>th</sup> Street, LLC 928-930 19 <sup>th</sup> Street Union City, NJ 07087			
Bartala, Inc. 714 7 <sup>th</sup> Street Union City, NJ 07087			
Barbara Vitale 716 7 <sup>th</sup> Street Union City, NJ 07087			
Vibid, Inc. Bartala, Inc. 722-724 7 <sup>th</sup> Street Union City, NJ 07087			
West New York Condo Assn. aka Monroe Towers Condo 6001 Monroe Place West New York, NJ 07093			
Theda Carrock 811-829 Clinton Street Hoboken, NJ 07030			

ME 00489

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Marvit Inc. 710 Summit Avenue Union City, NJ 07087			
714 Summit Avenue Union City, NJ 07087			
4700 Bergenline Corp. 4700 Bergenline Avenue Union City, NJ 07087			
BAV - Cambridge Realty LLC 165 Cambridge Avenue Jersey City, NJ 07307			
BAV - Cambridge Realty LLC 167 Cambridge Avenue Jersey City, NJ 07307			
18) Estate of Philip Simkowitz  Isidore B. Simkowitz et al as Trustee of the Trust established under Capital S Subarticle (Capital B) of article THIRD of the will of Philip Simkowitz and Administered under Florida Law, Florence Bromer Trustees of Trust B, under will of Philip Simkowitz Purchaser; and 680 West End Avenue, Limited Partnership, A Nevada Limited Partnership, Purchaser  680 West End Avenue New York, NY 10024  509 Cathedral Parkway New York, NY 10025  515 Cathedral Parkway New York, NY 10025	10/16/00-01	772 units 3,600 sq ft	\$18.00 \$0.72

ME 00490

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
517 West 113 <sup>th</sup> Street New York, NY 10025			
603 West 140 <sup>th</sup> Street New York, NY 10031			
21 5 <sup>th</sup> Avenue Pelham, NY 10803			
2160 Wallace Avenue Bronx, NY 10462			
2180 Wallace Avenue Bronx, NY 10462			
2181 Wallace Avenue Bronx, NY 10462			
2181 Barnes Avenue Bronx, NY 10462			
652 West 163 <sup>rd</sup> Street New York, NY 10032			
664-674 West 163 <sup>rd</sup> Street New York, NY 10032			
19) Elizabeth V.A. Roberts Irrevocable Trust c/o Margery C. Hyatt 2532 Via Anita Palos Verdes Estates, CA 90274	10/18/00-01	30 units	\$17.28
334 Main Street East Rutherford, NJ 07073			
20) Alclaire, Inc. c/o Steven Breiner 677 Eleven O'clock Road Fairfield, CT 06430	10/20/00-01	46 units 8,480 sq ft	\$14.40 \$0.72

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
1465-1485 E. Main Street Bridgeport, CT 06608			
295-305 Putman Street Bridgeport, CT 06608			
21) Stephen Greenstein, et al c/o Commonwealth Real Estate Co. 1420 Walnut Street, Suite 904 Philadelphia, PA 199102	10/20/00-01	172 units 8,480 sq ft	\$13.68 \$0.72
304 South 23 <sup>rd</sup> Associates, LP 304 South 23 <sup>rd</sup> Street Philadelphia, PA 19103			
1206-08 Spruce St. Associates, A Partnership 1206-08 Spruce Street Philadelphia, PA 19107			
505-09 South 9 <sup>th</sup> St. Associates, LP 505-09 S. 9 <sup>th</sup> Street Philadelphia, PA 19147			
Carlom Associates, LP 425-27 Carlisle Street Philadelphia, PA 19146			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 927 Pine Street Philadelphia, PA 19107			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 265 South 9 <sup>th</sup> Street Philadelphia, PA 19107			

ME 00492

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<b><u>Named Insured &amp; Location</u></b>	<b><u>Policy Term</u></b>	<b><u>Exposure</u></b>	<b><u>Rates</u></b>
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 2118 Green Street Philadelphia, PA 19130			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 834 North 24 <sup>th</sup> Street Philadelphia, PA 19130			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 2039 Spring Garden Street Philadelphia, PA 19130			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 1931 Spring Garden Street Philadelphia, PA 19130			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 135 North 21 <sup>st</sup> Street Philadelphia, PA 19103			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 808 North 26 <sup>th</sup> Street Philadelphia, PA 19130			
841-51 South 2 <sup>nd</sup> Street Associates 841-51 South 2 <sup>nd</sup> Street Philadelphia, PA 19147			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 849 North 26 <sup>th</sup> Street Philadelphia, PA 19130			

**ENDORSEMENT # 1**

This endorsement, effective 12:01 AM October 1, 2000

Forms a part of policy no.: 015 11 27

Issued to: National Coalition of Property Owners & Managers, Inc. &/or  
Insurance Purchasing Group Association, LLC ( as per Endorsement #1 )

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 522 North 19 <sup>th</sup> Street Philadelphia, PA 19130			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 739 Corinthian Street Philadelphia, PA 19130			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 2317 Parish Street Philadelphia, PA 19130			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 2906 Poplar Street Philadelphia, PA 19130			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 2020 Fitzwater Street Philadelphia, PA 19146			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 2018 Fitzwater Street Philadelphia, PA 19146			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 1933 Bainbridge Street Philadelphia, PA 19146			
Stephen Greenstein, Judith Greenstein, Dennis Weismer & Rochelle Weismer 2822 Poplar Street Philadelphia, PA 19130			

ME 00494

**ENDORSEMENT # 1**

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**By:** NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
1539 Spring Garden Street Philadelphia, PA 19130			
1420 Walnut Street Philadelphia, PA 19102			
22) Atlantis Management Corp. P.O. Box 337 Flushing, NY 11358	10/30/00-01	399 units 4,368 sq ft	\$10.08 \$0.72
New Atlantis Management Corp.			
Tem Realty LLC 3011 Heath Avenue Bronx, NY 10451			
Tem Realty LLC 3021 Heath Avenue Bronx, NY 10451			
Hof Realty LLC 2505 Hoffman Street Bronx, NY 10451			
Hof Realty LLC 2509 Hoffman Street Bronx, NY 10451			
Luca Realty LLC 2487 Grand Avenue Bronx, NY 10451			
Neo Realty LLC 87-14 129 <sup>th</sup> Street Richmond Hill, NY 10451			
Banco Realty LLC 2500 University Avenue Bronx, NY 10451			

ME 00495

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<u>Named Insured &amp; Location</u>	<u>Policy Term</u>	<u>Exposure</u>	<u>Rates</u>
Via Realty LLC 2400 Valentine Avenue Bronx, NY 10458			
GCA Realty LLC 1565 Grand Concourse Bronx, NY 10457			
MEE Realty LLC 184 E. Mount Eden Avenue Bronx, NY 10457			
ANT Realty LLC 2077 Anthony Avenue a/k/a 214-218 East 180 <sup>th</sup> Street Bronx, NY 10457			
23) Golden Rain Foundation of Laguna Hills, Inc. et al 23522 Paseo De Valencia Laguna Hills, CA 92653	10/1/00-01	12,736 units	\$3.60
Golden Rain Foundation of Laguna Hills, A Non-Profit Corporation Golden Rain Foundation of Laguna Hills Trust Golden Rain Foundation of Laguna Hills, A Non-Profit Corporation, As Trustee United Laguna Hills Mutual Third Laguna Hills Mutual Laguna Hills Mutual Fifty Laguna Hills Mutual 50 Trust Professional Community Management, Inc. (PCM)			
23522 Paseo De Valencia Laguna Hills, CA 92653			

ME 00496